

FULL SETTLEMENT AND FINAL RELEASE OF ALL CLAIMS

BETWEEN: Deanna Travis, personally and as guardian for P.S., a minor ("Travis")

AND: City of Cottage Grove Police Department ("Cottage Grove")

RECITALS

- A. Travis filed a lawsuit against Phil Beach, Cottage Grove Police Department, Scott Shepherd and the South Lane School District, entitled *Deanna Travis, personally and as guardian for P.S., a minor v. Detective Phil Beach, Cottage Grove Police Department, Officer Scott Shepard and the South Lane School District*, United States District Court for the District of Oregon, Case No. 6:13-cv-00156-TC ("Lawsuit").
- B. These parties to the Lawsuit wish to settle and therefore enter into this settlement agreement ("Agreement").

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and promises set forth below and the recitals set forth above, which are hereby incorporated by reference, the parties to this Agreement agree as follows:

- 1. Travis agrees to dismiss the claims against Beach and Shepherd with prejudice, and without an award of attorney fees or costs, before this Agreement is executed by Travis.
- 2. Cottage Grove shall pay Travis and her attorney a total of \$5,000 (Five Thousand and 00/100 dollars) within ten (10) days after this Agreement is fully executed, as follows:
 - a. Cottage Grove shall pay \$5,000 (Five Thousand and 00/100 Dollars) by a check jointly payable to the order of "Deanna Travis and the Michael Vergamini P.C. Trust Account" for non-economic damages and attorney fees.
- 3. Travis agrees that the Lawsuit against Cottage Grove shall be dismissed with prejudice and without an award of attorney fees and costs to any of these parties to the Lawsuit. Travis shall file with the court any and all motions or other documents which are necessary to obtain a dismissal of the Lawsuit against Cottage Grove under these terms within ten days after the execution of this Agreement.
- 4. Travis hereby releases and discharges Cottage Grove, Shepherd, Beach and all of Cottage Grove's current and former employees, agents, officers and insurers, and their successors and assigns, from any and all claims, known or unknown, arising out of or related to police contact with P.S. This release includes, but is not limited to, all claims that actually were, or could have been, alleged in the Lawsuit. This release includes, but is not limited to, all claims

under (a) Oregon state statutes, (b) federal statutes, and (c) Oregon common law, whether based in tort, contract or otherwise.

5. Travis acknowledges she has been represented by counsel, Michael Vergamini. Travis agrees she has reviewed the terms of this Agreement with her attorney, understands those terms, and voluntarily accepts such terms as the entire agreement between the parties.

6. Travis covenants that she is the sole owner of the claims covered by this Agreement and that no person, company or concern has acquired any part, lien or claim on any of the claims herein released or on any of the settlement proceeds. Travis agrees to indemnify and save Cottage Grove harmless from anyone claiming or purporting to have any such interest.

7. All payments called for by this Settlement Agreement shall be reported as may be required (if at all) by applicable law. Travis shall be responsible for payment of all taxes on the payments she receives under this Agreement for which she is legally responsible.

8. This Agreement is executed solely for the purpose of resolving disputed claims. This Agreement does not constitute an admission of liability by any of the parties hereto, nor does it constitute an admission of disputed facts.

9. The undersigned warrants that no promise or inducement has been offered except as herein set forth; that this Agreement is executed without reliance upon any statement or representation by the persons or entities released, or their representatives, concerning the nature and the extent of the damages or the legal liability therefor; that the undersigned is of legal age, legally competent and authorized to execute this Agreement and accept full responsibility therefor.

10. This Agreement is governed by the laws of the State of Oregon.

11. This Agreement contains the entire agreement between the parties hereto, and the terms of this Agreement are contractual and not a mere recital.

Dated: 29th day of May, 2013.

Deanna Travis (Sough)
Deanna Travis, personally

Dated: 29th day of May, 2013.

Deanna Travis (Sough)
Deanna Travis, as guardian for P.S., a
minor

APPROVED AS TO FORM:

Michael Vergamini
Michael Vergamini, OSB #045208
Attorney for Deanna Travis, personally and as guardian for P.S., a minor